

6. **Insurance.** Developer or HOA shall maintain or caused to be maintained by its contractors as applicable, at its sole cost and expense, in full force and effect throughout the entire term of this Agreement (or in the case of required Workers Compensation policies, during work authorized to be performed under this Agreement), insurance with an insurance company authorized to conduct business in Frisco with the following policy limits:

- a. Comprehensive General Liability (bodily injury, death and property damage) - \$1,000,000 for each occurrence and \$2,000,000 annual aggregate;
- b. Automobile Liability - \$1,000,000.00;
- c. Workers Compensation
 - 1. Bodily Injury by Accident - \$1,000,000.00
 - 2. Bodily Injury by Disease - \$500,000.00

Coverage under this liability policy must be on an occurrence basis and Frisco shall be named as additional insured. All subrogation rights for loss or damage against Frisco are hereby waived to the extent that they are covered by these insurance policies. Upon execution of this Agreement (or in the case of required Workers Compensation policies, prior to the commencement of work authorized to be performed under this Agreement), Developer or HOA shall present a Certificate of Insurance in a form satisfactory to Frisco. If during the term of this Agreement (or in the case of required Workers Compensation policies, during work authorized to be performed under this Agreement), any such insurance is canceled, or if Developer or HOA fails to renew the same, or if the policy limits are reduced below the limits required above, such event shall constitute default of this Agreement. Developer or HOA shall immediately notify Frisco in writing if such an event occurs. Developer or HOA shall have five (5) business days to cure any such default.